

Message Text

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ACTION NEA-10

INFO OCT-01 ISO-00 PM-04 NSC-05 SP-02 SS-15 L-03 CIAE-00

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EB-07 /076 W

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R 251300Z APR 76

FM AMEMBASSY JIDDA

TO SECSTATE WASHDC 4510

INFO SECDEF WASHDC

CHUSMTM DHAHRAN

C O N F I D E N T I A L SECTION 1 OF 2 JIDDA 2983

E.O. 11652: GDS

TAGS: MARR, SA, US

SUBJECT: USMTM MEMORANDUM OF UNDERSTANDING

REF: (A) 75 STATE 164189, (B) USMTM 180917Z MARCH 76 (NOTAL)

1. PARAGRAPH TWO CONTAINS THE TEXT OF FOREIGN MINISTRY NOTE NUMBER 86/36/1/1145/2 OF MARCH 21, 1976 (CORRESPONDING TO 21/3/96 HEGIRA), WHICH TRANSMITS THE COUNTER PROPOSAL OF THE SAG TO THE DRAFT WHICH WE HAD SUBMITTED TO THE FOREIGN MINISTRY ON JULY 14, 1975 (TEXT IN REFTEL). THE TEXT OF THE COUNTER PROPOSAL HAD BEEN RECEIVED FIRST BY CHUSMTM FROM PRINCE SULTAN ON MARCH 16 AND WAS TRANSMITTED BY HIM TO DOD (REF B). AS THE SAG COUNTER PROPOSAL IS COMPLETELY UNSATISFACTORY EVEN AS A BASIS FOR SERIOUS NEGOTIATIONS, WE HAD HOPED TO BE ABLE TO BEGIN DISCUSSIONS WITH THE MINISTRY OF DEFENSE ON THE BASIS OF OUR DRAFT AND EFFECTIVELY IGNORE THE SAUDI COUNTER PROPOSAL. IN A MEETING WITH CHUSMTM APRIL 18, MIN DEF PRINCE SULTAN SAID THAT SINCE A REPLY HAD BEEN SENT TO THE EMBASSY THROUGH THE FOREIGN MINISTRY, HE COULD NOT BEGIN NEGOTIATIONS UNTIL A REPLY HAD BEEN RECEIVED THROUGH THOSE CHANNELS. BY SEPTTEL WE ARE FORWARDING FOR THE DEPARTMENT'S INFORMATION TEXTS OF A REPLY TO THE FOREIGN MINISTRY'S NOTE AND A LETTER FROM
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THE AMBASSADOR FOR PRINCE SULTAN, BOTH DESIGNED TO GET

FACE-TO-FACE NEGOTIATIONS STARTED WITHOUT PREJUDICE TO
OUR ORIGINAL NEGOTIATING POSITION.

2. BEGIN TEXT. A DRAFT AGREEMENT BETWEEN THE KINGDOM
OF SAUDI ARABIA AND THE UNITED STATES OF AMERICA AS
PROPOSED BY THE SAUDI SIDE.

THE GOVERNMENT OF SAUDI ARABIA AND THE GOVERNMENT
OF THE UNITED STATES,

HAVING REVIEWED THE FORMER AGREEMENT ENTERED UPON
BETWEEN THEM CONCERNING MILITARY COOPERATION,

AND DESIROUS OF CONTINUING MUTUAL COOPERATION TO
ENABLE THE GOVERNMENT OF SAUDI ARABIA TO MAINTAIN ITS
SECURITY AND ENGAGE IN SELF-DEFENSE MEASURES CONSISTENT
WITH THE CHARTER OF THE UNITED NATIONS,

HAVE AGREED AS FOLLOWS

ARTICLE 1:

THE GOVERNMENT OF THE UNITED STATES SHALL PROVIDE
DEFENSE ARTICLES AND SERVICES AS MUTUALLY AGREED TO THE
KINGDOM OF SAUDI ARABIA. AND THE UNITED STATES GOVERNMENT
WILL SEEK TO COMBINE PRODUCTION OF DEFENSE ARTICLES FOR
THE KINGDOM OF SAUDI ARABIA WITH THE PRODUCTION FOR
MILITARY REQUIREMENTS OF THE
UNITED STATES TO MAXIMIZE COST SAVINGS FOR SAUDI ARABIA.

ARTICLE 2:

UNDER THIS AGREEMENT AN ORGANIZATION WITH THE
TITLE OF UNITED STATES JOINT TRAINING GROUP (USJTG)
SHALL BE FORMED.

ARTICLE 3:

THE USJTG SHALL CONSIST OF SUCH NUMBER OF MILI-
TARY AND CIVIL PERSONNEL OF THE U.S. ARMED FORCES
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ASDETERMINED BY THE SAUDI ARABIAN CHIEF OF GENERAL
STAFF AND THE CHIEF OF THE USJTG, AND APPROVED BY THE
DEFENSE MINISTERS OF BOTH COUNTRIES.

ARTICLE 4:

THE USJTG SHALL BE SELECTED TO WORK IN ASSOCIATION
WITH THE SAUDI ARABIAN MILITARY OF DEFENSE AND AVIATION

PURSUANT TO ARRANGEMENTS SET UP BY THE CHIEF OF
GENERAL STAFF IN SAUDI ARABIA IN AGREEMENT WITH CHIEF
OF THE USJTG.

ARTICLE 5:

BASIC COMMITMENT OF THE USJTG SHALL CONCENTRATE
ON PRACTICAL PARTICIPATION IN TRAINING ON ALL LEVELS,
AND AT THE REQUEST OF THE SAUDI SIDE SHALL ALSO RENDER
CONSULTING SERVICES IN THE FIELDS OF PLANNING, ORGANI-
ZATION, ARMAMENT, LOGISTICS AND THE PROVISION OF
VARIOUS SURVEYS AND RECOMMENDATIONS.

ARTICLE 6:

EVERY MEMBER OF THE USJTG IS UNDER OBLIGATION
NOT TO REVEAL OR DIVULGE, IN ANY MANNER, TO ANY
FOREIGN GOVERNMENT, OR TO ANY UNAUTHORIZED INDIVIDUAL
WHOMEVER IT MAY BE, ANY CONFIDENTIAL OR NON-CONFIDENTIAL
SUBJECT WHICH HE COULD COME ACROSS OR BECOME AWARE OF
AS MEMBER OF THE USJTG. SUCH OBLIGATION SHALL REMAIN
BINDING AND VALID EVEN AFTER THE TERMINATION OF HIS
SERVICES WITH THE U.S. ARMED FORCES.

ARTICLE 7:

A. THE SAUDI ARABIAN GOVERNMENT SHALL EXEMPT
FROM DUTIES AND TAXES ALL SUPPLIES AND PROVISIONS
INCLUDING FOOD, CLOTHING, AND PROVISIONS IMPORTED INTO
SAUDI ARABIA BY THE UNITED STATES GOVERNMENT FOR THE
OFFICIAL USE OF THE USJTG OR ITS MEMBER PROVIDED USJTG
PROVIDES THE SAUDI ARABIAN COMPETENT AUTHORITY OVER THE
OFFICIAL SHIPPING DOCUMENTS AND BILLS OF LADING
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PERTINENT TO THE SAID CONSIGNMENTS.

B. THE GOVERNMENT OF SAUDI ARABIA SHALL EXEMPT
FROM TAXES AND DUTIES THE MILITARY AND CIVILIAN AMERICAN
PERSONNEL OF THE USJTG AND THEIR HOUSEHOLD EFFECTS
WHICH ARE BROUGHT IN FOR THEIR PERSONAL USE, PROVIDED
THE PERTINENT SHIPPING DOCUMENTS ARE PRESENTED, AND
ON CONDITION THAT THE VOLUME OF SUCH GOODS IS REASONABLE,
AND IS FORWARDED TO THE SAUDI ARABIAN COMPETENT AUTHO-
RITY SO THAT PRESCRIBED DUTIES MAY BE COLLECTED.

ARTICLE 8:

A. USJTG MILITARY AND CIVIL STAFF MEMBERS AND THOSE
ATTACHED TO THEM SHALL ABIDE BY RULES AND REGULATIONS

ENFORCED IN SAUDI ARABIA.

B. ANY OFFENSE COMMITTED BY ONE OF THE CIVILIANS REFERRED TO IN PARA (A) ATTACHED TO THE U.S. ARMED FORCES SHALL BE UNDER JURISDICTION OF LOCAL LEGISLATION IN SAUDI ARABIA.

C. BASED ON INTERNATIONAL RULES, THE GOVERNMENT OF SAUDI ARABIA AGREES THAT:

1. IF ANY USJTG MILITARY PERSONNEL PERPETRATE A MILITARY OFFENSE VIOLATING THE SAUDI ARABIAN MILITARY REGULATIONS IN DISTRICTS THAT COULD BE DESIGNATED BY THE SAUDI ARABIAN MINISTER OF DEFENSE AND AVIATION FOR TRAINING ACTIVITIES UNDERTAKEN BY USJTG, THE SAUDI ARABIAN COMPETENT AUTHORITIES MAY ARREST THE CULPRIT, AND FOLLOWING QUICK INITIAL INVESTIGATION WILL TURN HIM WITHOUT DELAY TO THE UNITED STATES AUTHORITIES FOR APPROPRIATE PROSECUTION AND PUNISHMENT PURSUANT TO U.S. MILITARY LEGISLATION.

2. ANY OFFENSE COMMITTED BY A U.S. MILITARY MEMBER OF THE USJTG OFF THOSE SITES INDICATED IN ARTICLE (1) SHALL COME UNDER THE SAUDI ARABIAN DOMESTIC LAWS.

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D. COMPENSATION CLAIMS FOR DAMAGES RESULTING FROM PERFORMANCE OF USJTG MILITARY MEMBERS SHALL BE SETTLED THROUGH MUTUAL AGREEMENT BETWEEN THE SAUDI ARABIAN COMPETENT AUTHORITIES AND CHIEF OF THE USJTG OR ANY OTHER OFFICER DESIGNATED FOR THIS PURPOSE. FAILING SUCH AGREEMENT, COMPENSATION CLAIMS WILL BE SETTLED THROUGH DIPLOMATIC CHANNELS.

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ACTION NEA-10

INFO OCT-01 ISO-00 PM-04 NSC-05 SP-02 SS-15 L-03 CIAE-00

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R 251300Z APR 76

FM AMEMBASSY JIDDA

TO SECSTATE WASHDC 4511

INFO SECDEF WASHDC

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C O N F I D E N T I A L SECTION 2 OF 2 JIDDA 2983

ARTICLE 9:

A. THE SAUDI ARABIAN GOVERNMENT SHALL INCUR ALL EXPENSES RELATED TO OFFICIAL TRAVEL AND TRANSPORTATION INSIDE SAUDI ARABIA, AND SHALL PLACE AT THE DISPOSAL OF USJTG AN ADEQUATE NUMBER OF VEHICLES NECESSARY FOR THE PERFORMANCE OF OFFICIAL DUTIES AND OTHER REASONABLE TRANSPORTATION AS REQUIRED FOR DAILY LIFE.

THE SAUDI ARABIAN GOVERNMENT, AT ITS OWN EXPENSE, SHALL PROVIDE MEMBERS OF THE USJTG WITH OTHER COMFORTABLE AGREEABLE MEANS FOR THEIR LODGING AND THE ESTABLISHMENT OF THEIR OFFICES ALONG WITH RELEVANT FACILITIES, EQUIPMENT, AND WITH A SECRETARIAT, ADMINISTRATIVE STAFF AND TRANSLATORS ACCORDING TO THE NEEDS OF USJTG FUNCTIONS.

B. THE SAUDI ARABIAN GOVERNMENT SHALL REIMBURSE THE UNITED STATES GOVERNMENT ALL EXPENSES PERTINENT TO MEMBERS OF USJTG, AND BONUSES AND ALLOWANCES PAID TO EACH INDIVIDUAL UNDER THE STATUTORY SERVICE IN THE U.S. ARMED FORCES.

C. AIRCRAFT AND CREWS NEEDED FOR CARRYING OUT THE TASKS OF USJTG SHALL BE ALLOWED TO ENTER SAUDI
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ARABIA IN ACCORDANCE WITH APPLIED REGULATIONS. IT IS AGREED THAT THE CHIEF OF THE USJTG SHALL REQUEST PERMISSION FROM THE SAUDI ARABIAN AUTHORITIES PRIOR TO ENTERING AND EXITING THE KINGDOM.

D. PROVISION OF MEDICAL TREATMENT FOR ALL USJTG MILITARY AND CIVILIAN MEMBERS AND OTHER STAFF ATTACHED TO THE GROUP AND THEIR DEPENDENTS WHEN SO DETERMINED AND AS REQUESTED BY THE CHIEF USJTG MEDICAL

OFFICER OF HIS DESIGNATE. SUCH TREATMENT SHALL BE AUTHORIZED AT THE MEDICAL FACILITIES OF THE MINISTRY OF DEFENSE AND AVIATION AND AT CIVIL HOSPITALS IN SAUDI ARABIA ON A PAR WITH THE SAUDI ARABIAN ARMED FORCES PERSONNEL. USJTG SHALL BE PERMITTED TO USE RADIO CODES IN COORDINATION WITH THE MINISTRY OF DEFENSE AND AVIATION.

E. USJTG SHALL BE ALLOWED TO RECEIVE AND SEND MILITARY MAIL, EXEMPTED FROM CUSTOM DUTIES, PROVIDED THAT POSTAL PACKAGES ARE TREATED AS PROVIDED FOR IN PARA (A) OF ARTICLE 7.

F. ASSISTANCE IN ENTRY INTO SAUDI ARABIA AND PROCUREMENT OF CUSTOMS CLEARANCES FOR MEDICAL, MORTUARY, AND INVESTIGATIVE PERSONNEL IN THE EVENT OF DEATH OR ACCIDENT.

ARTICLE 10:

MEMBERS, CLASSIFIED AND UNCLASSIFIED EMPLOYEES OF USJTG SHALL HOLD VALID PASSPORTS WITH THE NECESSARY VISAS FOR PRESENTATION TO THE SAUDI ARABIAN COMPETENT AUTHORITIES AT THE PORT OF ENTRY.

ARTICLE 11:

SHOULD THE GOVERNMENT OF SAUDI ARABIA REQUEST THE DEPORTATION OR REPLACEMENT OF A USJTG CLASSIFIED OR UNCLASSIFIED EMPLOYEE CONSIDERED UNDESIRABLE, USJTG SHALL COMPLY AT ONCE.

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ARTICLE 12:

THIS AGREEMENT SHALL ENTER INTO FORCE ON THE DATE OF SIGNATURE AND SHALL SUPERSEDE AND CANCEL THE AGREEMENT SIGNED ON JUNE 27, 1953, CORRESPONDING TO 16 SHAWAL 1372H. IT SHALL REMAIN VALID FOR ONE YEAR AFTER EITHER GOVERNMENT SHALL HAVE GIVEN TO THE OTHER A WRITTEN NOTICE OF ITS INTENTION TO TERMINATE IT. AS THE REQUEST OF EITHER GOVERNMENT, THE TWO GOVERNMENTS MAY CONSULT ON ANY MATTER PERTINENT TO THE APPLICATION OF THIS AGREEMENT. END TEXT.
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